



**Purchasing Division
200 W. Willis Street
Leander, TX 78641
www.leandertx.gov**

Solicitation #S15-009

**REQUEST FOR PROPOSAL
PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION**

Responses Due: November 20, 2014



**REQUEST FOR PROPOSAL
PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, (Respondent), to provide a range of management and administrative services for the Oak Creek Public Improvement District (PID). Services shall include but not be limited to subdivision parcel research, special assessment levy research, preparation of the annual assessment and calculation of administrative costs, county tax office communication, tracking of delinquent assessment fees and required PID reporting.
2. **BACKGROUND:** The City of Leander has approved the creation of the Oak Creek Public Improvement District, a planned **624** lot, single family home community. The project requires a third party administrator to assist with the financial management of the regular and special assessments in place to build the community infrastructure. This community has yet to break ground and will be brand new. The special assessment management for infrastructure development will eventually be eliminated as the community is developed and sold out.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <http://www.leandertx.gov/rfps>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** Attachments A through C are herein made a part of this agreement:
 - 4.1. Attachment A – Reference Form
 - 4.2. Attachment B – City of Leander Resolution to Create Oak Creek PID
 - 4.3. Attachment C – Oak Creek PID Service and Assessment Plan
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. **Respondents shall have experience in PID administration in the State of Texas.**
- 6.2. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out-of-area or foreign vendors, Respondent shall be located within:

☐ **60 Miles from Leander, Texas 78641**

☐ **120 Miles from Leander, Texas 78641**

☒ **United States**

7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation.

- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

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|--------------------------------|------------------|
| 8.1. Proposed Fee | 40 Points |
| 8.2. Respondent Qualifications | 30 Points |
| 8.3. References | 30 Points |

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
- 9.1. The term “agreement” shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
 - 9.1.1. Solicitation document, attachments and exhibits;
 - 9.1.2. Solicitation addendums, if applicable;
 - 9.1.3. City’s Definitions, Terms and Conditions;
 - 9.1.4. Successful Respondent’s submission.
 - 9.2. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
 - 9.3. The City reserves the right to review the Respondents’ performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
 - 9.4. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
 - 9.5. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
10. **PRICE INCREASE:** A price increase to the agreement shall not be permitted during the initial term.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City’s website at <http://www.leandertx.gov/rfps>.
12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or

- 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
13. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

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| 1.1. Solicitation released | October 27, 2013 |
| 1.2. Deadline for questions | November 10, 2014 |
| 1.3. City responses to all questions or addendums | November 11, 2014 |
| 1.4. Responses for solicitation due at or before 3:00 PM | November 17, 2014 |

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS, Hand Deliver or E-mail to:

**City of Leander
Purchasing Department
200 W. Willis
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

Email to:

jsimonton@leandertx.gov

- 3.1. Responses received after this time and date shall not be considered.
4. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 4.1. Identify specific milestones, goals and strategies to meet objectives.
5. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE:** The City seeks to enter into an agreement with a qualified Respondent to provide a range of management and administrative services for the Oak Creek Public Improvement District (PID). Services shall include but not be limited to subdivision parcel research, special assessment levy research, preparation of the annual assessment and calculation of administrative costs, county tax office communication, tracking of delinquent assessment fees and required PID reporting.
2. **START DATE:** Successful Respondent shall begin work no later than January 1, 2015.
3. **ANNUAL SPECIAL ASSESSMENT DETERMINATION:** Each parcel shall be classified according to the Oak Creek PID Service and Assessment Plan. Upon identification of each parcel, successful Respondent shall:
 - 3.1. Verify ownership and ongoing conveyance dates;
 - 3.2. Develop and maintain a database for all relevant PID parcels to include all relevant property information;
 - 3.3. Identify PID expenses to include annual debt service and administrative expenses;
 - 3.4. Calculate and determine the Annual Assessment and the Special Assessment for each parcel;
 - 3.5. Make allowance for operational needs accounting for anticipated delinquencies;
 - 3.6. Prepare year end reconciliation to include any credits that can be applied;
 - 3.7. Prepare and present a report of the Annual Assessment and Special Assessment to the City of Leander;
 - 3.8. Work with and provide assistance to the Williamson County Tax Collector to levy the Annual Assessment and Special Assessment amounts.
4. **BOND FUND ADMINISTRATION:** Successful respondent shall work with PID trustee to reconcile the account statements for funds maintained by trustee. Accounts shall be checked for accuracy and consistency compared to indenture and the percentage the community is complete and sold out.
5. **HOMEOWNER ASSISTANCE:** Successful Respondent shall maintain a landline phone and e-mail address for homeowner correspondence. Prompt, informative and friendly customer service shall be provided to homeowners that have questions about the PID and the associated assessment fees.

6. **DELINQUENCY MANAGEMENT:** Successful Respondent shall create monthly report on delinquencies and penalties and outlined in the PID Service and Assessment Plan. Process shall be developed in cooperation with the City that provides for collection procedures, delinquent assessment and/or tax sales.
7. **DISCLOSURE SERVICES:** Respondent shall prepare reports in support of the terms and conditions of the PID Service and Assessment Plan. Additionally, successful Respondent shall have an obligation to notify the City and any other relevant parties of any significant or material events that pertain to the administration of the PID.
8. **ANNUAL FEE PROPOSALS:** The Oak Creek community is the City's first PID. The scope of work detailed herein is representative of what the City staff anticipates the administrative duties to entail. For this reason the City seeks two (2) fee proposals from Respondents.
 - 8.1. Annual Fee Proposal #1 shall provide for services required to meet the scope of work detailed in the solicitation.
 - 8.2. Annual Fee Proposal #2 shall allow for "free form" recommendations and best practice insight from Respondents to provide more or less service than is outlined. This proposed outline and fee structure shall be a result of the Respondent's successful experience with Texas PID's.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed twenty (20) pages** in length (excluding title page, index/table of contents, work sample attachments (on CD) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

If mailing, UPS or FedExing, the City requests that the Respondent submit **one (1) original signed paper copy and three (3) copies** of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."

Failure to provide a CD may result in disqualification for award.

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. **Title Page** (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1

- 1.2. **Letter of Transmittal** (1 page) – Identify the services for which the solicitation has been prepared.
 - 1.2.1. Briefly state your firms understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.

- 1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

- 1.4. Firm Experience – Provide detailed information on the firm and proposed project staff.

- 1.4.1. Respondent shall identify the Project Manager as well as the role of each individual team member. An organizational chart of the proposed project team shall be included.
- 1.4.2. Using Attachment A, provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities that have utilized similar services from your organization, including the proposed Project Manager, within the last two (2) years. On a separate page, include a brief overview of the work performed with, at a minimum, a short description of the services provided, including total fee and methodology used for the projects. City of Leander references are not applicable. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.

TAB #4

- 1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm.

TAB #5

- 1.6. Fee Proposal – Respondent shall include two (2) annual “not to exceed” fee proposals to provide services as described herein.

- 1.6.1. Annual Fee Proposal #1 shall provide for services required to meet the scope of work detailed in the solicitation.
- 1.6.2. Annual Fee Proposal #2 shall allow for “free form” recommendations and best practice insight from Respondents to provide more or less service than is outlined. This proposed outline and fee structure shall be a result of the Respondent’s successful experience with Texas PID’s.

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.